

that may occur to equipment or any other personal property belonging to Interconnector or located on or in the space at the instance of the Interconnector by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on the Interconnector's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of the Interconnector against SWBT for damage to the Interconnector's fixtures or personal property are hereby waived.

The Interconnector may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.

24.2 Coverage Increases. The limits set forth in Section 24.1 may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT buildings.

24.3 Primary Coverage. All policies purchased by the Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

24.4 Effective Date. All insurance must be in effect on or before occupancy date and shall remain in force as long as any of the Interconnector's facilities or equipment remain within the Premises or the Building. If the Interconnector fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by the Interconnector.

24.5 Supporting Documentation. The Interconnector shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Agreement. The Interconnector shall arrange for SWBT to receive thirty

(30) days advance written notice from the Interconnector's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

24.6 Carrier Recommendations. The Interconnector must also conform to the recommendation(s) made by SWBT's Property Insurance Company which Interconnector has already agreed to or to such recommendations as it shall hereafter agree to.

24.7 Material Breach. Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

ARTICLE XXV - SWBT'S RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the Premises at any reasonable time upon reasonable prior notice to Cox to the extent possible to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the Premises for purpose of averting any threat of harm imposed by Cox or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ARTICLE XXVI - PURPOSE OF AGREEMENT

Through this Agreement, Cox is placing telecommunications equipment and facilities on SWBT property for the purpose of connecting with SWBT's network. The parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other form that SWBT has agreed or acquiesced that any piece of Cox equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).

ARTICLE XXVII - MISCELLANEOUS

27.1 Exhibits The following Exhibits are attached hereto and made part hereof:

Exhibit 1 - Physical Collocation Application Form

Exhibit 2 - Construction Cost Summary

Exhibit 3 - Non-discrimination Compliance Agreement (SW 9368)

Exhibit _____

27.2 Variations. In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SWBT shall control.

27.3 Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma, without regard to the choice of law principles thereof.

27.4 Joint and Several. If Cox constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

27.5 Future Negotiations. SWBT may refuse requests for additional space in the Building or in any other SWBT premises if Cox is in material breach of this Agreement, including having any past due charges hereunder unless Cox is currently challenging SWBT's claim of breach pursuant to the dispute resolution procedures in this Agreement. In any and each such event, Cox hereby releases and shall hold SWBT harmless under Article XV from any duty to negotiate with Cox or any of its affiliates for any additional space or physical collocation.

27.6 Severability. With the exception of the requirements, obligations, and rights set forth in Article II hereof, if any of the provisions hereof are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SWBT and Cox shall be construed accordingly.

27.7 Paragraph Headings and Article Numbers. The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or

interpretation of this Agreement.

27.8 Entire Agreement. This Agreement with the attached schedules and exhibits, and referenced documentation and materials attached hereto set forth the entire understanding of the parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

27.9 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

27.10 Construction. This Agreement shall be interpreted and governed without regard to which party drafted this Agreement.

27.11 Multiple Originals. This Agreement may be executed in multiple copies, each of which shall be deemed an original.

27.12 Waiver of Obligations. (a) Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.

(b) Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission

by SWBT to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other interconnectors.

27.13 Rights Cumulative. The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

27.14 Binding Effect. (a) This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest.

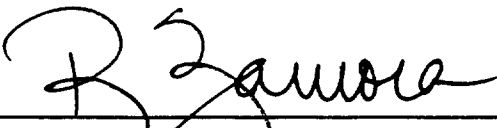
(b) All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

27.15 Impossibility of Performance. Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts or omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, Cox employees, authorized agents and contractors will comply with the Emergency Operating Procedures established by SWBT.

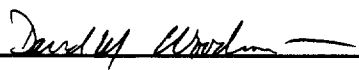
27.16 Survival. The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed and delivered this Agreement as of the day and year first above written.

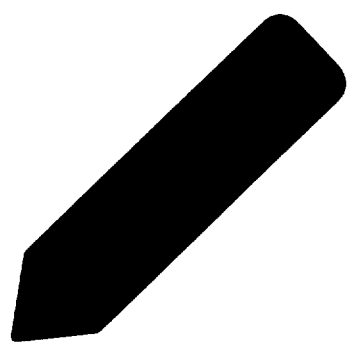
SOUTHWESTERN BELL TELEPHONE COMPANY

By: 
Name: Ricardo Zamora
Title: VP-Local Interconnection

Cox:

By: 
Name: DAVID M. WOODSON
Title: PRESIDENT

\phs-col.agt



ATTACHMENT A

Southwestern Bell Telephone Company
Account Manager - CPAT, One Bell Plaza, Room 522, Dallas, TX 75202

Re: Cox Oklahoma Telcom - Oklahoma City "Central" Central Office

Pursuant to the referenced Physical Collocation Agreement ("Agreement"), this letter constitutes a request to place the following additional equipment and/or facilities in the Premises:

<u>Generic Name</u>	<u># of Bays</u>	<u>Floor Loading</u>	<u>Power Req.</u>	<u>Heat Release</u>
---------------------	------------------	----------------------	-------------------	---------------------

If this request is acceptable to Southwestern Bell Telephone Company ("SWBT"), please indicate that acceptance by executing both originals and returning one to the undersigned. With the return of an executed original, the Agreement shall be deemed amended to reflect that the listed equipment and facilities may be located in the Premises. In all other respects, the Agreement shall be unaffected.

If not acceptable, please let me know of SWBT's objections or conditions to its acceptance.

All capitalized terms not defined in this letter but defined in the Agreement shall have the meaning ascribed to such term in the Agreement.

INTERCONNECTOR: Cox Oklahoma Telcom

By: _____

Title: _____

Name: _____

Date : _____

AGREED AND ACCEPTED:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____

Title: _____

Name: _____

Date: _____

© Southwestern Bell Telephone

(Rev 4/96)

PHYSICAL COLLOCATION APPLICATION FORM

Section 1 - General Information

1. INTERCONNECTOR: Cox Fibernet - Oklahoma ACNA: CXF
2. ADDRESS: 210 Park Ave., Suite 2640, OKC, OK 73102
3. CONTACT NAME: Kim Baggio
- PHONE: 405-556-6319 FAX: 405-236-2428
4. I HAVE READ AND UNDERSTAND SWBT's COLLOCATION TECHNICAL STANDARDS:
- NAME: Kim Baggio SIGNATURE: K. Baggio DATE: 10/15/96
5. COLLOCATION CENTRAL OFFICE: Oklahoma City Central
- CLLI: OKCYOKCE ADDRESS: 121 Dean McGree
- CITY / STATE: OKC, OK 73102

Section 2 - For SWBT Use :DATE / TIME RECEIVED: 10-15-96 2:PMICSC:

1. NAME: Judy Mayfield ADDRESS: OBP Rm 2800 Dls,
- PHONE: 214 464-1538 FAX: 214 464-1486
- CASE #: OK101596091P CLLI: OKCYOKCEHC2
- BAN #: 410 002-0018

N 895565

Assigned SWBT Interconnection Coordinator:

2. NAME: Deanna Sheffield ADDRESS: OBP Rm 522 Dls, Tx
- PHONE: 214 268-6102 FAX: 214 464-1486

02 52 56 10

3. Date FAX sent to SWBT interconnection coordinator: 10-15-96

PHYSICAL COLLOCATION APPLICATION FORM

02:26

PHYSICAL COLLOCATION APPLICATION FORM

ACNA: CXF

CLLI: OKCYOKCE

Section 3 - Floor Space Requirements

1. NUMBER OF EQUIPMENT FRAMES TO BE INSTALLED: 4
2. INITIAL FLOOR SPACE REQUIRED (in 100 sq. ft. increments - max 400): 100 sq. ft.
- 3* ATTACH PROPOSED LAYOUT FOR SPACE. INCLUDE 7'0" x 23" POT FRAME IN LAYOUT. INDICATE BOTH INITIAL AND FUTURE GROWTH REQUIREMENTS.
(Exhibit), pages 10, 11, 12
4. SPECIAL REQUESTS: Attach separate sheet if necessary.

Section 4 - Technical Equipment Specifications

1. FOR ARRANGEMENTS OF 400 sq. ft. OR LESS - ENTER THE DESIRED QUANTITY FOR EACH OF THE FOLLOWING -48 VOLT BATTERY AND GROUND ARRANGEMENTS:
 - 1 2 SEPARATE 20 AMP LOADS (40 AMPS MAX)
 - 2 SEPARATE 50 AMP LOADS (100 AMPS MAX)
2. SPECIFY 3 YEAR FORECAST OF -48 VOLT DC POWER: 30 AMPS.
3. SPECIFY AC POWER REQUIREMENTS:

UNPROTECTED:	VOLTS: <u>120v</u>	REQD AMPS: <u>20</u>	# OF CKTS: <u>1</u>
ESSENTIAL:	VOLTS: <u>-</u>	REQD AMPS: <u>-</u>	# OF CKTS: <u>-</u>

Ⓜ Southwestern Bell Telephone

(Rev 4/96)

PHYSICAL COLLOCATION APPLICATION FORM

ACNA: CXF

CLLI: OKCYOKCE

Section 4 - Technical Equipment Specifications (continued)

4. ONE YEAR SERVICE FORECAST - QUANTITY OF DS1: 28 DS3: 6
5. QUANTITY OF SWBT PROVIDED DI PANELS OR PAIRS TO THE MDF IN POT FRAME:
- DI-1 - (84 DS1 CKTS PER PANEL) - PROVIDE: 1 PANELS
- DI-3 - (24 DS3 CKTS PER PANEL) - PROVIDE: 1 PANELS
- CONNECTOR BLOCKS (100 MDF TIE PAIRS PER BLOCK) PROVIDE 0 BLOCKS
6. SYNCHRONIZATION REQUIRED ? YES X NO

Section 5 - Insurance Information

1. ATTACH INSURANCE CERTIFICATES AND COPIES OF POLICIES REFLECTING COVERAGE DELINEATED IN SECTION 1 OF THE TECHNICAL PUBLICATION.

Section 6 - Detailed technical Information:

1. Requested space available date: 10/1/96
2. List all transmission equipment planned to be placed on this application:

<u>GENERIC NAME & MANUF.</u>	<u># OF BAYS</u>	<u>FLOOR LOADING</u>	<u>HEAT RELEASE</u>
OC-12 ADM - Fujitsu FLM600	1	80lbs	685 BTUs
OC-3 ADM - Fujitsu FLM150	same as above	85lbs	685 BTUs

02 22 96 10

Based on receipt complete application, a quotation of Preparation Charges and Monthly rates will be provided by SWBT to the interconnector within 35 days:

Ⓛ Southwestern Bell Telephone

(Rev 4/96)

PHYSICAL COLLOCATION APPLICATION FORM

ACNA: CXFCLLI: OKCYOKCESection 7 - OSP Cable Information

1. IS DIVESE ENTRY REQUESTED ? x YES NO
- * 2. DIRECTIONS FROM WHICH CABLE(S) (LIMIT TWO (2)) ORIGINATES? (BE SPECIFIC):

Cox would like two entrances from the east side of the building.We already enter the building via two AT&T entrances (east side), and can meet in the fiber vault or out at two man holes.

3. NUMBER OF CABLES TO BE PLACED: 24 ct fiber SIZE (DIAMETER): 1/2"
4. TYPE OF CABLE (MANUFACTURER'S NAME):
ALCATEL

NOTE: SWBT OSP Engineering will provide the interconnector contact with the total length of unbroken dielectric cable to extend from outside the entrance manhole through the collocater space. The interconnector will leave sufficient cable length outside the entrance manhole to allow SWBT to fully extend the cable through the vault and into the partitioned space. Excess cable will be brought into the partitioned space and left as slack for the interconnector to install to their equipment.

5. INTERCONNECTOR CONTACT FOR REFERRING CABLE LENGTH INFORMATION:

NAME: Kim Boggio PHONE: (405) 556-6314

6. FOR SWBT REFERENCE USE ONLY:

CABLE(S) TO BE PLACED IN ENTRANCE MANHOLE(S): MH D-1 and MH R-1CUSTOM WORK ORDER REQUIRED? YES ✓ NO CWO #:MH R-1 # FT OF CABLE REQ'D: 500 FTMH D-1 # FT OF CABLE REQ'D: 750 FT DATE INFO. PROVIDED CONTACT:

02 27 96 10

PHYSICAL COLLOCATION APPLICATION FORM

NAME: K. Boggio

DATE: 10/3/96

12:25 107

PHYSICAL COLLOCATION APPLICATION FORM

QUOTATION AND CONFIRMATION FOR COLLOCATOR

1. INTERCONNECTOR: Cox Fibernet Oklahoma
2. ADDRESS: 210 Park Ave., Suite 2640, Oklahoma City, OK
3. CONTACT NAME: Kim Boggio
PHONE #: (405) 556-6314 FAX #: (405) 236-2428
4. CLASS OF SERVICE: XPO
5. CENTRAL OFFICE: Oklahoma City Central CLLI: OKCYOKCE
ADDRESS: 121 Dean A. McGee, Oklahoma City, OK 73102
7. INTERCONNECTOR BILLING ACCOUNT NUMBER: 410 002 -1018

Estimated Arrangement Charges: MONTHLY: \$ 819.86 PREPARATION:
\$ 89,409.00

SWBT completion (space ready) 119 days after receipt of confirmation and the appropriate payment.

Attached is SWBT provided floor space layout for this request.

Ⓢ Southwestern Bell Telephone

(Rev 4/96)

PHYSICAL COLLOCATION WORK COMPLETION FORM

INTERCONNECTOR: Cox Fibernet Oklahoma ADDRESS:
210 Park Ave, Suite 2640, Oklahoma City, OK

CENTRAL OFFICE: Central CITY: Oklahoma City STATE:
Oklahoma

SWBT INTERCONN. COORD.: Deanna Sheffield - Acct. mgr. - CPAT

PHONE #: (214) 268-6104

FAX #: (214) 464-1486

CASE #: OK101596091P

CLLI: OKC4CKCE

SWBT COMPLN DATE: _____

OCCUPANCY DATE: _____

SWBT portion of this collocation project has been completed in accordance with the physical collocation agreement. The space is now ready for occupancy.

EXCEPTIONS TO CONSTRUCTION WORK: _____

THE PREPARATION AND MONTHLY CHARGES AS SPECIFIED IN THE PHYSICAL COLLOCATION AGREEMENT COMMENCE UPON COMPLETION DATE SHOWN ABOVE. FULL PAYMENT OF PREPARATION CHARGE AND CUSTOM WORK CHARGE, IF ANY, IS REQUIRED BEFORE ACCESS TO SPACE IS PERMITTED.

SOUTHWESTERN BELL TELEPHONE COMPANY
NETWORK SALES SUPPORT

NAME (TYPE OR PRINT): _____

SIGNATURE: _____

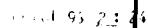
DATE: _____

DATE NSS FORWARDED COMPLETION FORM TO SWBT INTERCONNECT COORDINATOR AND ICSC: _____

PHYSICAL COLLOCATION WORK COMPLETION FORM

NAME: _____

DATE: _____



OKLAHOMA CITY MAIN C O
111 DEAN A MCGEE
OKLAHOMA CITY OK
CLL1 OKCYMN11W

DWG TITLE
EQUIP. ROOM
FLOOR PLAN

COX
FIBERNET
- OKLAHOMA
210 PARK AVE
SUITE 2640
OKLAHOMA CITY OK
73102

DWG# TCOK-BELO1-FP-001 SHT 1 OF 1
DRAWN BY DARRYL FOSTER

[illegible]

OKLAHOMA CITY MOBILE C.C.
111 DEAN A. MCGEE
OKLAHOMA CITY, OK
CELL: OKCYOKMNIW



DWG TITLE:

ИЛАН РАСК ПО

DWG: SHEET 0
OWN BY:

01
02
03
04
05
06
07
08
09
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
00
01
02

DA TEL #D-6095 GROUND BAR
DA TEL #D-4703-20F FUSE PNL
SPACE
FUJITSU #H15B-5101-B122
HEAT BAFFLE / FIBER TRAY
FUJITSU #FC9612SF11
FLW 150 ADM TERM SHELF
IID: DKCYOKBELO115001
DEVICE #12
SPACE
ADC # DSX-BEST-56C
DSX-1 PATCH PANEL
SPACE

01
02
03
04
05
06
07
08
09
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

7 MTD ON REAR

AISLE * XXXX
RACK/BAY * 02
7'-0" H X 24³/₁₆" W X 15" D
RACK MFR/PART *

[illegible]

OKLAHOMA CITY MAIN D.S.
111 DEAN A. MCGEE
OKLAHOMA CITY, OK
CALL: OKCOKMNIW

COX
FIBERNET

DWG TITLE:

RELAY RACK H 02

DWG #: SHEET
OWN BY:



Poe & Brown of Georgia, Inc.
 1117 Perimeter Center West
 Suite N-400
 Atlanta, GA 30338-5440
 770/512-5000 • FAX 770/512-5050

P.O. Box 889009
 Atlanta, GA 30356

Certificate of Insurance

[
 Southwestern Bell Telephone Company
 1 Bell Plaza, Suite 0522.06
 Dallas, TX 75202
]

[
 We, the undersigned Insurance Brokers, hereby certify that the following described insurance is in force at
 this date, of which 100 percent is insured with Zurich-American Insurance Company
]

COVER NOTE OR POLICY NO: IM6992508

PERIOD: From: 6/25/96 To: 6/25/97

NAME OF ASSURED: Cox Enterprises, Inc./Cox Fibernet

ADDRESS OF ASSURED: P. O. Box 105357, Atlanta, GA 30348

LOCATION OF RISK: 210 Park Ave., Ste. 2640, Oklahoma City, OK 73102

LIMITS: \$20,000,000 per occurrence
 \$20,000,000 annual aggregate flood and earthquake

PARTICULARS OF INSURANCE: "All Risk" of direct Physical Loss or Damage to real
 and personal property of the Insured including property
 of others in their care, custody or control subject to the
 terms conditions and exclusions found in the policies.

LOSS PAYEE:

This Certificate of Insurance is furnished as a convenience only. It provides information about the issuance of the
 above mentioned policy and sets forth certain features of the coverage as they are stated in the policy as it stands on the
 date of issue hereof. This certificate confers no rights on the holder(s). Said policy, which contains the full provisions
 of the contract and of the insurance granted thereby, is subject to endorsement, alteration, transfer, assignment, and
 cancellation without notice to the holder(s) of this certificate.

POE & BROWN OF GEORGIA, INC.

DATE: September 23, 1996

BY: Linda A. Slagter

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

9/16/96

PRODUCER Sedgwick James of Ga., Inc.
Suite 500, South Tower
3333 Peachtree Rd. NE
Atlanta, Georgia 30326-1043

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A National Union Fire Insurance
COMPANY B Insurance Co. State of PA
COMPANY C Birmingham Fire Insurance Co
COMPANY D Qualified Self Insured**

INSURED

Cox Communications, Inc.
P.O. Box 105357
Atlanta GA 30348

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RMGL1213880	1/01/96	1/01/97	GENERAL AGGREGATE \$ 500000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 500000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY \$ 500000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 500000
	X Contractual				FIRE DAMAGE (Any one fire) \$ 500000
	X Excess of \$500000 Self Insured Retention				MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	RMCA1352625	1/01/96	1/01/97	COMBINED SINGLE LIMIT \$ 1000000
A	X ANY AUTO	RMCA1352626 (TX)			BODILY INJURY (Per person) \$
	X ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	X SCHEDULED AUTOS				PROPERTY DAMAGE \$
	X HIRED AUTOS				
	X NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	BE3102562	1/01/96	1/01/97	EACH OCCURRENCE \$ 5000000
	X UMBRELLA FORM				AGGREGATE \$ 5000000
	OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	RMWC1361572	1/01/96	1/01/97	WC STATU- TORY LIMITS OTH- ER
		RMWC1361571 (TX)			EL EACH ACCIDENT \$ 1000000
C	THE PROPRIETOR/ PARTNERS/EXECUTIVE	X INCL RMWC1361570 (VA) RMWC2116224 (AZ)			EL DISEASE - POLICY LIMIT \$ 1000000
A	OFFICERS ARE	EXCL RMWC2116223 (CA) RMWC2116225 (OK)			EL DISEASE - EA EMPLOYEE \$ 1000000
D	OTHER	Self Insured**	1/01/96	1/01/97	Statutory
	Workers Comp and				500000 Each Acc.
	Employers Liab				500000 Pol Limit
	GA, FL, LA, & RI				500000 Each Empl.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Cox Fibernet Oklahoma City

9272 96 1

CERTIFICATE HOLDER

Southwestern Bell Telephone Company

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

11/10/96 Stewart



February 20, 1997

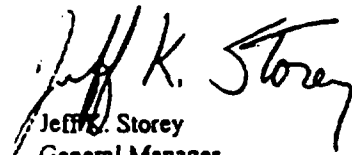
Deanna Sheffield
Account Manager - Competitive Providers
Southwestern Bell Telephone
Room 0523.01
Dallas, TX 75202

Deanna,

Please modify our request for collocation in Oklahoma City's "Central" central office to include the possibility of using shared riser facility within the building. Per our discussions, I am assuming no company, other than SWBT, will have physical access to these facilities and, therefore, other collocators would not be able to damage our cable or cause service interruptions to our facilities. In addition, please continue assuming SWBT will provide the POT frame within our collocate cage.

If you need further information or have any questions, I can be reached on (405) 556-6350.

Sincerely yours,


Jeff K. Storey
General Manager
Cox Fibernet Oklahoma, Inc.

CONSTRUCTION COST SUMMARY FOR PHYSICAL COLLOCATION

CUSTOMER: COX FIBERNET
 LOCATION: OKLAHOMA CITY - CENTRAL
 CASE NO: OK101596091P
 ACNA: CXF
 CLLI: OKCYQKCEHC2

CONSTRUCTION COSTS TO PROVIDE: FOR PHYSICAL COLLOCATION IN:	100 SQ. FT. CAGE CENTRAL CENTRAL OFFICE	
COMMON WORK	\$ 28,200.00	+
SPECIFIC WORK	\$ 12,500.00	+
COST OF EQUIPMENT	\$ 45,899.00	#
COST OF PULLING CABLE	\$ 2,810.00	
TOTAL UPFRONT PAYMENT	\$ 89,409.00	
50% of Preparation Charges due prior to construction	\$ 44,704.50	
(Note: Subcontractor Charges = \$ 86,599.00)		

MONTHLY COST FOR EQUIPMENT	\$ 261.06	
MONTHLY COST FOR CONDUIT	\$ 8.00	+
(Conduit cost/foot= \$0.05 X 160 ft. in cable run)		
COLLOCATOR SPACE MONTHLY RENTAL COST	\$ 258.00	*
(Cost/Asgn.Sq. Ft. = \$2.58 X 100 sq. ft. cage)		
COLLOCATOR SPACE MONTHLY POWER COST	\$ 292.80	*
(Cost/Amp. = \$14.64 X 20 # of amps requested)		
TOTAL MONTHLY COST	\$ 819.86	

+ Revised to assume shared conduit from the vault to the collocation area, and to assume that cox will be Collocator #2, thus paying only 50% of the common charges estimated as of 2/21/97.

Assumes SWB will provide the POT frame

* Revised based on 20 amps of power consumption.

Nondiscrimination Compliance Agreement

Contractor recognizes its responsibility to comply with all federal and state laws governing performance of this contract including, but not limited to: Executive Order 11246, Executive Order 11625, Executive Order 12138, Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veteran's Readjustment Assistance Act of 1974.

I. Equal Employment Opportunity Duties of Government Contractors (Applicable to Contracts and Subcontracts Exceeding \$10,000)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United

II. Certification of Non-Segregated Facilities (Applicable to Contracts and Subcontracts Exceeding \$10,000)

The Contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained; and that it will obtain a similar certification, prior to the award of any nonexempt subcontract.

III. Employer Information Report (Applicable if Value of Contract is \$50,000 or More and Contractor Has 50 or More Employees)

Contractor agrees and certifies that it will file complete and accurate report (EEO-1) per the current instructions and file such other compliance reports as may be required under Executive Order 11246, as amended, and rules and regulations adopted thereunder.

IV. Written Affirmative Action Program (Applicable if Value of Contract is \$50,000 or More and Contractor Has 50 or More Employees)

Contractor will develop an affirmative action compliance program for each of its establishments as required by 41 C.F.R., Part 60-1.40 and 60.2.

V. Certification of Compliance with Veteran Responsibilities (Applicable to Contracts and Subcontracts of \$10,000 or More)

In accordance with the Vietnam Veteran's Readjustment Assistance Act of 1974 and 41 C.F.R., Part 60-250, as amended, the parties incorporate by reference the "Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era" clause and such other regulations and contract clause required to be made part of government contracts and subcontracts.

VI. Employment of the Handicapped (Applicable to Contracts and Subcontracts of \$2,500 or More)

In accordance with the Rehabilitation Act of 1973, as amended, Executive Order 11758 and 41 C.F.R., Part 60-741, the parties incorporate by reference the Affirmative Action For Handicapped Workers" clause and all other regulations and contract clauses required to be made part of government contracts and subcontracts.

VII. Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Applicable when Government Contract is Expected to be Over \$500,000)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern -

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.